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Loan # 002666-2

FHA CASE NO.
131: 550-6887 703B

State of Illinois

Mortgage

This Indenture, made this 29th day of August, 1988, between DANIEL P. MARCOLINI and LESLIE E. MARCOLINI, His Wife, Midwest Funding Corporation

a corporation organized and existing under the laws of the State of Illinois, Mortgagor.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of Fifty-five thousand and NO/100 Dollars (\$ 55,000.00)

payable with interest at the rate of Eleven

per centum (11.00000) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its office in DOWNERS GROVE, ILLINOIS, or

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Five hundred twenty-three and 78/100 Dollars (\$ 523.78)

on the first day of October 01, 1988, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 2018.

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagor, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 4 IN BLOCK 7 IN CHICAGO TITLE AND TRUST COMPANY SUBDIVISION OF PART OF THE WEST 3/4 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 (EXCEPT NORTH 175.71 FEET) AND 33 FEET SOUTH AND ADJOINING SECTION 15, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE RIDER TO STATE OF ILLINOIS FHA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITHE IS INCORPORATED HEREBY AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

Item # 19-15-317-025-0000
Also known as 6144 SOUTH KNOX AVENUE, CHICAGO

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 SEP - 7 PM 1: 17

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Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (l)) in accordance with the regulations for those programs.

Previous edition may be used
until supplies are exhausted

HUD-92116-M.1 (8-86 Edition)
24 CFR 203.17(a)

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PREPARED BY: JANET RONAN
MIDWEST FUND
1020 31ST STREET
DOWNTOWN GROVE
RETURN TO:

8840573

Witness the hand and seal of the Notary, the day and year first written.
ANTONIO P. MARCOLINI _____ (Seal)
LESTER E. MARCOLINI _____ (Seal)
DOLCE & MARCOLINI _____ (Seal)

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To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to said Mortgagor does hereby expressly release and waive.

And Said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may have such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid thereto divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and

special assessments; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
- (ii) interest on the note secured hereby;
- (iii) amortization of the principal of the said note; and
- (iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof

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The Coveralls Herd Comprised shall bind, and the benefits and advantages shall accrue, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

(ii) Is Expressly Agreed that no extension of the time for pay-
ment of the debt hereby secured by the Mortgage shall operate to release, in
any manner, the original liability of the Mortgagor.

If the Mortgagor shall, at the time and in the manner aforesaid and shall note at the time and in the form all the covenants and agreements herein, completely with, and duly per-
form all the covenants and agreements herein, then this con-
currence shall be null and void as to Mortgagor, within thirty
days after written demand therefor, by Mortgagor, execute a
release or satisfaction of all the benefits of this mortgage and Mortgagor hereby
waives the delivery of such releases, or satisfaction the
earlier execution or delivery of such releases, or satisfaction by

And Three Shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree; ((1)) All the costs of such suit or suits, advertising, rate, and conveyance, including attorney's fees, duillary for documentary, and stenographer's fees, due, during the trial of the cause and cost of said abstract and examination of title; ((2)) all the monies advanced by the Mortgagor, or any, for the pur- pose authorized in the mortgage with interest, from the time such adva- ice are made; ((3)) all the accrued interest remaining unpaid on the indebtedness hereby secured; and ((4)) all the said principal money, emanating unpaid. The overplus of the proceeds

And in Cases of Breach of contract of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and sicongrapher's, less of the amount paid in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and sicongrapher's, less of the amount paid in such proceeding, and also for all outlays for documents in such proceeding, and the cost of a complete abstract of the record in such proceeding, and the cost of such a record, or for the purpose of such a record, and in case of any other sum, or legal proceedings of such nature; and in case of any suit or proceeding, wherein the plaintiff shall be entitled to the services of the Notary, so made parties, for services in such suit or proceeding, shall be a further ten and such expenses shall become so much additional indebtedness accrued hereby under this mortgagé, and all such expenses shall be paid by said premises under this mortgagé, and all such expenses shall be allowed in any decree recoupling this mortgagee.

wherever the said Mortgagee shall be placed in possession of the above described premises under an order in a court in which action is pending to recover title in respect of a claim in which defendant in good faith, in its discretion, may keep the said premises in trust, pay such current or back taxes and assessments as may be due on the said premises, pay for and repair or otherwise upon such terms and conditions as are approved by the Mortgagor; leave the said premises to the Mortgagor, and return the same to the said Mortgagee in such amount as shall have been received by the Mortgagor.

And in The Event that the whole of said debt is declared to be due, the Mortgagor shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for sale, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solventy or insolventy of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such application for appointment of a receiver, or for an order to place Mortgagage in possession of the premises and without regard to the value of said premises or whether the same shall be then occupied by the owner of the equity of redemption, as a homestead, center or appurtenance, or for the full statutory period of redemption, and such convenience of the rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other expenses, and profits when collected may be applied toward the payment of the rents, issues, and profits of the said premises during the convenience of the rents, issues, and profits of the Mortgagage with power to appoint a receiver for the benefit of the parties during the convenience of the rents, issues, and profits of the Mortgagage with power to collect the rents, issues, and profits of the Mortgagage during the convenience of the rents, issues, and profits of the Mortgagage with power to do all other things in the Mortgagage in possession of a receiver, or for an order to place Mortgagage in possession of the premises and without regard to the convenience of the rents, issues, and profits of the Mortgagage with power to do all other things in the Mortgagage in possession of the premises, or for an order placing the Mortgagage in the possession of the parties during the convenience of the rents, issues, and profits of the Mortgagage with power to do all other things in the Mortgagage in the possession of the parties.

In the Event of default in making any monthly payment pro-
vided for herein and in the note secured hereby for a period of
thirty (30) days after the due date thereof, or in case of a breach of
any other covenant or agreement herein stipulated, when the whole
of said principal remaining unpaid together with accrued in-
terest thereon, shall at the election of the Mortgagor, without
notice, become immediately due and payable.

that in the premises, or any part thereof, be conducted under
any power of eminent domain, or acquired for a public use, the
any power of eminent domain, or acquisition for a public use, the
admirages, proceeds, and the consideration for such acquisition, to
the extent of the full amount of indebtedness upon this mortgage,
and the Note secured hereby remaining unpaid, are hereby settled
by the Mortgagor to the Mortgagee and shall be paid forthwith to
secured hereby, whether, in or not.

monopolies and the bourgeoisie finally, and the bourgeoisie processes, or any party (hereof, may) be applied by the bourgeoisie as its opinion either to the regulation of the industrialities hereby referred to or to the regulation of property damage, in event of fire.

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LOAN#

131: 550-6887 703B
CASE#

FHA MORTGAGE ACCELERATION CLAUSE

All FHA Mortgages - Effective 12/01/86

The mortgage shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed no later than 12 months after the date on which the mortgage is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. [If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months."]

Daniel P. Marcolini

August 29, 1988

Borrower DANIEL P. MARCOLINI

Date

Leslie E. Marcolini

August 29, 1988

Borrower LESLIE E. MARCOLINI

Date

Borrower

Date

Borrower

Date

State of IL

County of Cook SS.

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL P. MARCOLINI and LESLIE E. MARCOLINI, His Wife

personnally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T he Y signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of August, 1988.

Ronald J. Lauer

Notary Public

3/25/90

Commission Expires

This instrument was prepared by Midwest Funding Corporation
1020 31st Street, Suite 401, Downers Grove, Illinois 60515

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